

**John Mansfield, OSB No. 055390**  
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121 SW Morrison Ave., Suite 400  
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971.271.8615  
john@mansfieldlaw.net

Attorney for Defendant Blue Global LLC

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION**

IOVATION, INC. a Delaware corporation,  
Plaintiff,

v.

BLUE GLOBAL LLC dba BLUE  
GLOBAL MEDIA, an Arizona limited  
liability company

Defendant

Case No.: 3:16-cv-16-356

**DEFENDANT'S NOTICE OF REMOVAL OF  
ACTION  
28 U.S.C. §1441(b)**

**DEMAND FOR JURY TRIAL**

**DEFENDANT'S NOTICE OF REMOVAL**

 MANSFIELDLAW

121 SW Morrison, Ste. 400  
Portland OR 97204

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §1441(b), Defendant Blue Global LLC (erroneously sued in this action as “Blue Global, LLC”) (“Blue Global”) gives notice of its removal of the above-captioned action from the Circuit Court of the State of Oregon, in and for the County of Multnomah, to the United States District Court for the District of Oregon.

1. On January 8, 2016, Plaintiff iovation, Inc. (“ovation”) commenced an action in the Circuit Court of the State of Oregon, in and for the County of Multnomah, entitled *ovation, Inc. v. Blue Global, LLC dba Blue Global Media*, Case No. 16CV00497 (the “Action”). A copy iovation’s complaint from the Action is attached hereto as **Exhibit A**. A copy of the summons from the Action and the proof of service thereof are attached hereto as **Exhibit B**.

2. Iovation completed service of the complaint and summons on Blue Global on January 27, 2016. (See **Exhibit B**.) Thus, this notice of removal is timely filed pursuant to 28 U.S.C. §1446(b)(1).

3. The Action is a civil action over which the Court has diversity jurisdiction under 28 U.S.C. §1332(a)(1) and is one that may be removed to this Court by Blue Global pursuant to 28 U.S.C. §1441 in that the Action is a civil action brought in a state court of which the district courts of the United States have original jurisdiction.

4. The Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332(a) in that the Action is between citizens of different states and the matter in controversy exceeds the sum of \$75,000.

5. Complete diversity of citizenship exists in that plaintiff iovation is incorporated in the state of Delaware, with its principal place of business in Portland, Oregon, and defendant Blue Global is a limited liability company organized in the State of Arizona, whose sole

member/owner is a corporation that is incorporated solely in Arizona, and has its principal place of business in Arizona. Blue Global is the only defendant in this action. (Compl. ¶¶1-2.)

6. The matter in controversy in the Action exceeds the sum or value of \$75,000, exclusive of interest and costs, in that iovation seeks at least \$189,384.79 in damages. (Compl. ¶12.)

7. Removal to this Court is proper because the Circuit Court of Oregon, County of Multnomah is located within this district.

8. Blue Global certifies that it will file a copy of this notice with the Clerk of the Circuit Court of Oregon, County of Multnomah, and will give notice of the same to counsel for iovation.

**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38, Defendant Blue Global LLC demands that this matter be tried to a jury of the maximum number permitted by law, on all issues so triable.

Dated February 25, 2016

By /s/ John Mansfield  
John Mansfield, OSB No. 055390  
MansfieldLaw  
121 SW Morrison Ave., Suite 400  
Portland, OR 97204  
971.271.8615  
[john@mansfieldlaw.net](mailto:john@mansfieldlaw.net)

Attorney for Defendant Blue Global LLC

# Exhibit A

CERTIFIED TO BE  
A TRUE COPY  
BY   
STOEL RIVES LLP

1

2

3

4 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
5 FOR THE COUNTY OF MULTNOMAH

6 IOVATION, INC., a Delaware corporation,

7 Plaintiff,

8 v.

9 BLUE GLOBAL, LLC, dba BLUE  
10 GLOBAL MEDIA, an Arizona limited  
liability company,

11 Defendant.

No.

**COMPLAINT**

(Breach of Contract/Breach of the Implied  
Covenant of Good Faith and Fair  
Dealing/Account Stated)

JURY TRIAL DEMANDED

Prayer Amount: \$189,384.79

NOT SUBJECT TO MANDATORY  
ARBITRATION

Fee Authority: ORS 21.160(1)(c)

16 For its complaint against defendant Blue Global, LLC, dba Blue Global Media ("Blue  
17 Global"), plaintiff iovation, Inc. ("iovation") alleges as follows:

18 **I. PARTIES, JURISDICTION AND VENUE**

19 1.

20 iovation is a Delaware corporation with its principal place of business in Portland,  
21 Oregon. It is in the business of on-line fraud and abuse management, providing real-time  
22 actionable device reputation intelligence to clients worldwide.

23 2.

24 Blue Global is an Arizona limited liability company with its principal place of  
25 business in Scottsdale, Arizona. Blue Global is in the business of online marketing.

26 ////

Page 1 - COMPLAINT

1

3.

2        Jurisdiction is proper in this Court because this dispute concerns services performed  
3 in this state and contracts arising and performed in this state. Jurisdiction is also proper  
4 because Blue Global has consented to jurisdiction in Oregon.

5

4.

6        Venue is proper in this Court because the cause of action arose in Multnomah County  
7 and concerns contracts arising in Multnomah County. Venue is also proper because Blue  
8 Global consented to venue in Portland, Oregon.

9

## II. GENERAL ALLEGATIONS

10

5.

11        Blue Global contracted for services from iovation pursuant to the iovation  
12 ReputationManager™ Enterprise Service Order dated October 31, 2014 (the “Service  
13 Order”). Pursuant to the Service Order, iovation agreed to provide, among other things, real  
14 time connection to the iovation Device Reputation Authority system for device identification,  
15 reputation checks, and evaluation of transactions.

16

6.

17        The Service Order provides for a 30-day pre-paid trial period, which ran from January  
18 28 to February 26, 2015. iovation began billing Blue Global for services under the Service  
19 Order on February 27, 2015. Billing is calculated on a per-query basis depending on the  
20 number of queries, but the Service Order provides that the minimum amount due per month  
21 is \$8,200.00.

22

7.

23        The Service Order specifies a term of 24 months from integration and  
24 implementation of the software and services and provides that either party may terminate the  
25 contract only for material breach after providing written notice of the breach and a 30-day  
26 opportunity to cure. It further requires that all proceedings arising under the Service Order

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900 SW Fifth Avenue, Suite 2600, Portland, OR 97204  
Main (503) 224-3380 Fax (503) 220-2480

1 must be held in Portland, Oregon and that "the substantially prevailing party in such  
2 litigation shall be reimbursed by the other party for all fees and expenses incurred, including  
3 reasonable attorneys' fees, court costs, and accounting fees."

4 8.

5 From March through May 2015, Blue Global sent transactions to iovation pursuant to  
6 the Service Order, and iovation issued Invoices INV-13291, INV-13376, and INV-13559 for  
7 the combined balance of \$17,184.79 (the "Invoices"). The Invoices provided that payment in  
8 full was due no later than May 15, 2015.

9 9.

10 Blue Global failed to pay the Invoices when due. There remains due and owing on  
11 the Invoices the amount of \$17,184.79.

12 10.

13 When iovation inquired about the amounts past due, Blue Global responded that it  
14 had to "make some budget cuts" and would therefore have to "cancel" the Service Order.  
15 Blue Global did not provide written notice of a material breach of the Service Order or 30  
16 days in which to cure such breach. At the time of Blue Global's attempt to prematurely  
17 terminate the Service Order, 21 months remained in the agreed-upon term.

18 11.

19 iovation has performed all its contractual obligations to Blue Global and has fulfilled  
20 all conditions precedent.

21 12.

22 iovation has demanded payment from Blue Global in the amount of \$189,384.79,  
23 which represents the \$17,184.79 due on the Invoices plus \$172,200.00, which represents the  
24 minimum monthly fee of \$8,200.00 for each of the remaining 21 months of the contractual  
25 term.

26

1 13.

2 Blue Global has failed to pay the remaining amounts due under the Service Order.

3 **FIRST CLAIM FOR RELIEF**

4 **(Breach of Contract)**

5 14.

6 iovation realleges and incorporates by reference paragraphs 1 through 13.

7 15.

8 The Service Order between iovation and Blue Global is a valid and enforceable  
9 contract.

10 16.

11 Blue Global materially breached the contract by failing to pay the amounts due  
12 iovation and by wrongfully attempting to terminate the Service Order.

13 17.

14 As a result of Blue Global's breach, iovation is entitled to recover the full amount due  
15 under the Service Order of \$189,384.79, plus additional interest, costs, and attorneys' fees to  
16 be determined at trial.

17 **SECOND CLAIM FOR RELIEF**

18 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

19 18.

20 iovation realleges and incorporates by reference paragraphs 1 through 17.

21 19.

22 At all relevant times herein, iovation and Blue Global were parties to the Service  
23 Order, which contains an implied covenant of good faith and fair dealing.

24 20.

25 Blue Global breached its duty of good faith and fair dealing by refusing to actively  
26 participate in the mutual performance of the Service Order, failing to provide iovation with

1 information necessary to performance of the Service Order, and wrongfully attempting to  
2 terminate the Service Order without providing written notice or opportunity to cure.

3 21.

4 As a result of Blue Global's breaches, iovation is entitled to recover the full amount  
5 due under the Service Order of \$189,384.79, plus additional interest, costs, and attorneys'  
6 fees to be determined at trial.

7 **THIRD CLAIM FOR RELIEF**  
8 **(Account Stated)**

9 22.

10 iovation realleges and incorporates by reference paragraphs 1 through 21.

11 23.

12 At Blue Global's request, iovation provided services to Blue Global.

13 24.

14 iovation provided Blue Global with the Invoices for the services provided.

15 25.

16 By failing to object to the Invoices within a reasonable time, Blue Global impliedly  
17 agreed to pay the amounts listed on the Invoices.

18 26.

19 Blue Global's agreement fixed the amount due iovation on the Invoices.

20 27.

21 Blue Global failed to pay the full amount of the Invoices.

22 28.

23 iovation is entitled to payment from Blue Global in the minimum amount of  
24 \$17,184.79, plus additional interest, costs, and attorneys' fees to be determined at trial.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, iovation requests the following relief:

- 1       1. That judgment be entered in favor of iovation and against Blue Global;  
2       2. That iovation be awarded damages in an amount not less than \$189,384.79 for  
3 the amounts due under the Service Order, plus pre-judgment and post-judgment interest;  
4       3. For iovation's costs and disbursements incurred herein;  
5       4. For iovation's reasonable attorneys' fees pursuant to the Service Order; and  
6       5. For such other or further relief as the Court deems just and equitable.

7

8       DATED: January 8, 2016.

9       STOEL RIVES LLP

10       */s/ Stephen H. Galloway*

11       STEPHEN H. GALLOWAY, OSB No. 093602  
12       stephen.galloway@stoel.com

13       Attorneys for Plaintiff

14       STOEL RIVES LLP  
15       900 SW Fifth Avenue, Suite 2600, Portland, OR 97204  
16       Main (503) 224-3380 Fax (503) 220-2480

# Exhibit B

**In the Circuit Court of the State of Oregon**  
For the County of Multnomah

IOVATION, INC., a Delaware corporation,

Plaintiff,

vs.

BLUE GLOBAL, LLC dba BLUE GLOBAL MEDIA,  
an Arizona limited liability company,

Defendant.

Case No. 16CV00497

SUMMONS

To Blue Global LLC  
c/o Chris K. Kay, Manager  
7302 E. Helm Drive, Suite 2005  
Scottsdale, AZ 85260

Defendant.

You are hereby required to appear and defend the complaint filed against you in the above-entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal document called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling (503) 684-3783 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.



SIGNATURE OF ATTORNEY  AUTHOR FOR PLAINTIFF

Stephen H. Galloway  
ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED)

093602

BAR NO. (IF ANY)

900 SW Fifth Avenue, Suite 2600

ADDRESS

Portland Oregon 97204 (503) 294-9369  
CITY STATE ZIP PHONE

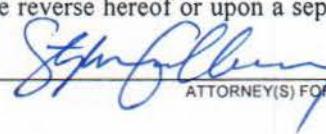
FAX (IF ANY) ATTORNEY'S E-MAIL ADDRESS (IF ANY)

Stephen H. Galloway  
TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR PRINTED)

093602

BAR NO.

**TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS:** You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.



ATTORNEY(S) FOR PLAINTIFF(S)

According to ORCP 7A, "a true copy of a summons and complaint" means an exact and complete copy of the original documents. No signed certification to that effect is necessary.

PAGE 1-SUMMONS.

81064181.1 0042529-00004

FORM No. 190 - SUMMONS ©2000  
EE

## PROOF OF SERVICE

STATE OF OREGON)  
County of MULTNOMAH) ss.

I hereby certify that I made service of the foregoing summons upon the individuals and other legal entities to be served, named below, by delivering or leaving true copies of said summons and the complaint mentioned therein, certified to be such by the attorney for the plaintiff, as follows:

## Personal Service Upon Individual(s)

Upon \_\_\_\_\_, by delivering such true copy to him/her, personally and in person, at \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock M.

Upon \_\_\_\_\_, by delivering such true copy to him/her, personally and in person, at \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock M.

## Substituted Service Upon Individual(s)\*

Upon \_\_\_\_\_, by delivering such true copy at his/her dwelling house or usual place of abode, to-wit: \_\_\_\_\_, to \_\_\_\_\_, who is a person 14 years of age or older and a member of the household of the person served on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock M.

Upon \_\_\_\_\_, by delivering such true copy at his/her dwelling house or usual place of abode, to-wit: \_\_\_\_\_, to \_\_\_\_\_, who is a person 14 years of age or older and a member of the household of the person served on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock M.

## Office Service Upon Individual(s)\*

Upon \_\_\_\_\_, at the office which he/she maintains for the conduct of business at \_\_\_\_\_, by leaving such true copy with \_\_\_\_\_, the person who is apparently in charge, on \_\_\_\_\_, 20\_\_\_\_, during normal working hours, at to-wit: \_\_\_\_\_ o'clock M.

## Mail Service Upon Individual(s)\*\*

Upon BLUE GLOBAL LLC, by mailing such true copies to him/her by first class mail and ALSO by (check one):  certified or registered mail with return receipt requested  express mail.

## Service Upon Tenant(s) of a Mail Agent\*\*\*

Upon \_\_\_\_\_, by delivering such true copy to \_\_\_\_\_, a person apparently in charge of \_\_\_\_\_, which is the place where the mail agent receives mail for the tenant(s), its address being \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock M. Prior to effecting such service, I made diligent inquiry but could not find the tenant(s) so served.

## Service on Corporations, Limited Partnerships or Unincorporated Associations Subject to Suit Under a Common Name

Upon \_\_\_\_\_, by \_\_\_\_\_, (NAME OF CORPORATION, LIMITED PARTNERSHIP, ETC.)

(a) delivering such true copy, personally and in person, to \_\_\_\_\_ who is a/the (Specify registered agent, officer (by title), director, managing partner, general partner, etc.) thereof; OR

(b) leaving such true copy with \_\_\_\_\_, the person who is apparently in charge of the office of \_\_\_\_\_, who is a/the (Specify registered agent, officer (by title), director, general partner, managing agent) thereof,

at \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock M.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

I further certify that I am a competent person 18 years of age or older and a resident of the state of service or the State of Oregon, and that I am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; that the person, firm or corporation served by me is the identical person, firm or corporation named in the action.

DATED FEB 1, 2016.

Darlene Holland  
SIGNATURE  
DARLENE HOLLAND

TYPE OR PRINT NAME  
STOEL RIVES, LLP 900 SW 5TH AVE.  
ADDRESS  
PORTLAND, OR 97204  
CITY STATE ZIP PHONE

The signature lines on the left should be used only by an Oregon county sheriff or deputy. All other servers complete certification on the right. The Proof of Service above contains most, but not all, of the methods of service. For example, this form does not include proof of service on a minor or incompetent person. See ORCP 7 D for permissible service methods with respect to particular parties.

\* Where substituted or office service is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed, by first class mail, a true copy of the summons and the complaint to the defendant at defendant's dwelling house or usual place of abode, together with a statement of the date, time and place at which such service was made. Use S-N Form No. 1149, Notice of Substituted or Office Service, or the equivalent.

\*\*Service by mail may be made when required or allowed by ORCP 7 or by statute, except as otherwise permitted. If the summons and complaint are mailed, this certification may be made either by the person completing the mailing or by the attorney for any party, stating the circumstances of mailing and including the return receipt as an attachment. An attorney completing the mailing should delete "nor attorney for" from the last paragraph of this document. Failure to serve a summons in accordance with ORCP 7 and other applicable rules and statutes may affect or nullify the validity of such service.

\*\*\*Where service upon a tenant of a mail agent is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed, by first class mail, true copies of the summons and the complaint to the defendant(s) at the address at which the mail agent receives mail for the defendant(s) and to any other mailing address of the defendant(s) then known to the plaintiff, together with a statement of the date, time, and place at which delivery was made.

## 2. Article Number



9414 7266 9904 2050 9396 32

3. Service Type **CERTIFIED MAIL®**4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

Blue Global LLC  
c/o Chris K. Kay, Manager  
7302 E. Helm Drive  
Suite 2005  
Scottsdale, AZ 85260

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

2

B. Date of Delivery

1/27/16

C. Signature

X

 Agent  
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

 Yes  
 No**Reference Information**

bsd3186

PS Form 3811, January 2005

Domestic Return Receipt